

AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between **Agency X, Inc.**, (referred to as **AGENCY X** throughout the rest of this document) located at _____, and **CBRF**, of _____.

RECITALS

WHEREAS, AGENCY X is a non-profit, tax exempt corporation which participates in the Wisconsin Partnership Program (WPP), a demonstration project with the goal of developing a new model for comprehensive health and long-term care services for disabled residents of Dane County; and

WHEREAS, AGENCY X is contractually obligated, through its contract with the Wisconsin Department of Health and Family Services (DHFS) and the U.S. Department of Health and Family Services, Centers for Medicare and Medicaid Services (CMS) to provide comprehensive health care services to its Members; and

WHEREAS, SUBCONTRACTOR is a Community-Based Residential Facility (CBRF) as that term is defined in the Wisconsin Statutes and the Wisconsin Administrative Code.

WHEREAS, SUBCONTRACTOR desires to enter into an Agreement with AGENCY X to provide CBRF services to AGENCY X Members;

NOW THEREFORE, AGENCY X and SUBCONTRACTOR agree as follows:

1. DEFINITIONS

- 1.1 Agreement. Agreement shall mean this Agreement and all exhibits, attachments, schedules and amendments.
- 1.2 Emergency. Emergency shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual in serious jeopardy, serious impairment of bodily functions, or serious dysfunction of any bodily organ or part.
- 1.3 Psychiatric Emergency. Psychiatric Emergency involves a significant risk of serious harm to oneself or to others.
- 1.4 Substance Abuse/AODA Emergency. Substance Abuse/AODA Emergency exists if there is a significant risk of serious harm to oneself or others or there is a likelihood of return to substance abuse without immediate treatment.

- 1.5 Emergency Dental Care. Emergency Dental Care is defined as an immediate service needed to relieve the Member from pain, an acute infection, swelling, trismus, fever or trauma.
- 1.6 Member. Member shall mean a person who is enrolled in the Wisconsin Partnership Program (WPP) at AGENCY X. To be eligible to be enrolled as a Member of WPP at Agency X, a person must be between the ages of 18 and 55 at the time of enrollment, a resident of _____ County, eligible for benefits from the Wisconsin Medical Assistance Program (commonly referred to as MA or Medicaid), and be certified as needed a nursing home level of care through the use of the Wisconsin Medical Assistance Program's Long-Term Care Functional Screen.

2. SERVICES

- 2.1 SUBCONTRACTOR agrees to provide CBRF services to AGENCY X Members; at a minimum, these services include:
 - 2.1.1 Basic Services (listed in SUBCONTRACTOR'S Basic Services and attached to this Agreement as Exhibit B);
 - 2.1.2 Personal Care Services appropriate to meet the Member's Level of Care needs; and
 - 2.1.3 Notification of AGENCY X by phone in case of an Emergency (defined above) involving a Member.
 - 2.1.3.1 Notification during regular business hours (8:30 am to 4:30 pm) will be made to _____.
 - 2.1.3.2 Notification during non-business hours (4:31 pm to 8:29 am) will be made to _____.
- 2.2 Ancillary services are not covered by this contract; ancillary services include, but are not limited to:
 - 2.2.1 Telephone;
 - 2.2.2 Charges for cable television service in the resident's room;
 - 2.2.3 Beauty and barber;
 - 2.2.4 Transportation;
 - 2.2.5 Apartment upgrades;
 - 2.2.6 Guest meals; and
 - 2.2.7 Special activities away from the CBRF.
- 2.3 AGENCY X agrees to provide the following services to the Member:
 - 2.3.1 Transportation for any medical appointments, such as a physician or dentist appointment; and
 - 2.3.2 Monitoring the Member's prescription medication.

3. COMPENSATION & BILLING

- 3.1 Compensation for Covered Services. AGENCY X will not be considered any Member's responsible party as that term is used in the SUBCONTRACTOR'S standard Assisted Living Lease Agreement; however, SUBCONTRACTOR will be reimbursed by AGENCY X as AGENCY X Members for covered services at a rate that is:
 - 3.1.1 Specific to each AGENCY X Member who receives CBRF services from SUBCONTRACTOR;
 - 3.1.2 Mutually agreed upon by the parties; and
 - 3.1.3 Indicated on a Prior Authorization issued by AGENCY X (each Prior Authorization will indicate the amount AGENCY X will reimburse the SUBCONTRACTOR and the amount, if any, that the SUBCONTRACTOR may bill the Member directly).
- 3.2 Rate Increases for Basic Services. No increase to the rate for SUBCONTRACTOR'S Basic Services (defined in Exhibit B) will be effective unless:
 - 3.2.1 AGENCY X Agency X ims Manager has received notice 30 days in advance of the rate increase;
 - 3.2.2 AGENCY X Agency X ims Manager receives documentation from SUBCONTRACTOR that shows why the rate increase is justified; and
 - 3.2.3 AGENCY X issues a Prior Authorization which indicates the new rate and the effective date of the new rate.
- 3.3 Rate Changes due to a change in the Member's Level of Care. SUBCONTRACTOR agrees to complete a Level of Care assessment upon the Member's admission to the CBRF, within seven (7) days after admission, and quarterly thereafter. The effective date of any rate increase based upon a change in the Member's Level of Care will be the date the AGNECY X'S Agency Xims Manager has received notice (via fax or mail) of the change.
- 3.4 Compensation for services provided by AGENCY X. SUBCONTRACTOR agrees not to seek reimbursement from any source (including but not limited to the Member, DHFS, Medicare, and the Wisconsin Medical Assistance Program) for services which AGENCY X provides to Member.
- 3.5 Compensation for ancillary services provided by SUBCONTRACTOR. In the event Member agrees to obtain "ancillary services" from SUBCONTRACTOR, then SUBCONTRACTOR agrees to obtain written consent from Member prior to the delivery of the non-covered service and forward that written agreement to AGNECY X. Separate written consent is not needed for those services identified as "ancillary services" in an "Assisted Living Lease Agreement" signed by the Member.
- 3.6 SUBCONTRACTOR agrees to submit all bills to AGENCY X within sixty (60) days of the date of service in accordance with the terms set forth in Exhibit A. AGENCY

X will pay all bills within thirty (30) days of receipt of SUBCONTRACTOR'S bill, provided SUBCONTRACTOR'S bills are complete and accurate.

- 3.7 Billing Disputes. All of SUBCONTRACTOR'S billings are final unless adjustment is requested in writing by either party within forty-five (45) days after receipt of the bill by AGENCY X. In the event of any dispute arising from any Agency Xim or bill submitted by either party, each party will have access to all reasonable and necessary documents and records (subject to Member's right to keep his/her Protected Health Information confidential) that would, at the discretion of either party, tend to sustain its Agency Xim.

4. TERM AND TERMINATION

- 4.1 Term. This Agreement becomes effective the day it is executed by all parties, will continue for 12 consecutive months, and will be automatically renewed for one (1) year terms, unless thirty (30) days prior to the renewal date, either party notifies the other party of its intent not to renew the Agreement.
- 4.2 Department Approval. This Agreement is subject to the approval by the Wisconsin Department of Health and Family Services (DHFS). Under AGENCY X'S contract with DHFS, DHFS retains the right to modify or void any agreement with any provider of services to AGENCY X'S Members. If DHFS requires modification(s) to this Agreement, SUBCONTRACTOR may accept the modification(s), negotiate new terms satisfactory to DHFS and AGENCY X, or declare the Agreement null and void.
- 4.3 Immediate Termination. AGENCY X shall have the right to immediately terminate this Agreement in the event that AGENCY X learns that SUBCONTRACTOR, its owners or employees, have been excluded from participation in any Federal Health Care Program, as defined by 42 U.S.C. section 1320a-7b(f), or any form of State Medicaid Program.
- 4.4 Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual agreement.
- 4.5 Termination without Default. Either party may terminate this Agreement after giving the other party thirty (30) day written notice.
- 4.6 Termination for Default. If there is a material default in the performance of the terms and conditions of this Agreement by either party, the non-defaulting party may terminate this Agreement thirty (30) days after the defaulting party has received written notice of the default and the defaulting party has failed to correct the default.
- 4.7 Termination due to Deterioration of Member's Health. If this Agreement is terminated due to deterioration of Member's health, the termination date will be the date SUBCONTRACTOR receives written notification of such deterioration.

- 4.7.1 Deterioration of Member's health includes, but is not limited to the need for incontinence care on a regular basis, an extended stay in a hospital, or death.
- 4.7.2 Should Member be hospitalized after the first of the month, SUBCONTRACTOR will reserve the Member's room as long as SUBCONTRACTOR continues to receive payments for Member's room.
- 4.8 Member's Rights upon Termination. Member receiving services from SUBCONTRACTOR at the time of termination will be transferred to a medically appropriate facility.

5. STATUTORY COMPLIANCE

- 5.1 OSHA Requirements. SUBCONTRACTOR and AGENCY X agree to require employees to comply with all applicable OSHA requirements.
- 5.2 Participation in Federal Health Care Programs. SUBCONTRACTOR represents and warrants to AGENCY X that SUBCONTRACTOR, its owners and employees, have not been excluded from participation in any Federal Health Care Program, as defined by 42 U.S.C. section 1320a-7b(f), or any form of State Medicaid Program, and to the best of SUBCONTRACTOR'S knowledge, there are no to such exclusion.
- 5.3 Licensing. SUBCONTRACTOR shall maintain appropriate organizational licenses and certifications.
- 5.4 Verification. SUBCONTRACTOR warrants that it is making the necessary criminal background checks required by Chapter HFS 12 of the Wisconsin Administrative Code, and SUBCONTRACTOR further warrants that it is following all applicable statutes and regulations regarding hiring and contracting.
- 5.5 Notification. SUBCONTRACTOR agrees to notify AGENCY X in the event that SUBCONTRACTOR loses its organizational license. Upon request, SUBCONTRACTOR shall furnish copies of, or allow the AGENCY X representative direct review of, certificates, licenses and/or other documentation demonstrating SUBCONTRACTOR'S compliance. SUBCONTRACTOR further agrees to notify AGENCY X within five (5) working days from the date that SUBCONTRACTOR first learns that a governmental investigation is threatened, is pending, or has commenced where such investigation may lead to the exclusion of SUBCONTRACTOR, its owners and employees, from participation in any Federal Health Care Program, as defined by 42 U.S.C. section 1320a-7b(f), or any form of State Medicaid Program.

6. COOPERATION

- 6.1 Cooperation between the Parties. AGENCY X and SUBCONTRACTOR agree that to the extent compatible with the separate and independent management of each other, they will at all times maintain an effective and cooperative relationship with each other in order to provide the maximum benefits and access to care for Member at the most reasonable cost, consistent with quality standards of patient care.
- 6.2 Quality Assurance and Improvement. SUBCONTRACTOR agrees to cooperate with AGENCY X in AGENCY X'S implementation of effective quality assurance and improvement programs.
- 6.3 DHFS and HCFA Requirements. SUBCONTRACTOR understands that AGENCY X is subject to contractual obligations with the Wisconsin Department of Health and Family Services (WDHFS) and the United States Department of Health and Human Services (DHHS), Centers for Medicare and Medicaid Services (CMS). SUBCONTRACTOR agrees to fully assist AGENCY X in compliance with the terms and conditions of AGENCY X'S contracts with WDHFS and CMS.

7. GRIEVANCES

- 7.1 Notice of Potential or Actual Complaint or Grievance. AGENCY X will promptly advise SUBCONTRACTOR in the event that AGENCY X has reason to believe that a Member has or may have a complaint regarding SUBCONTRACTOR'S delivery of services. Notification under this Paragraph will be for information purposes and will not substitute for any notice required by Statute.
- 7.2 Investigation of Complaints and Grievances. SUBCONTRACTOR agrees to reasonably cooperate, and upon request, to furnish all relevant information to AGENCY X, WDHFS, and CMS in resolving any Member's grievance or appeal related to SUBCONTRACTOR'S provision of services under this Agreement.

8. INSURANCE AND INDEMNIFICATION

- 8.1 Insurance Coverage for SUBCONTRACTOR. SUBCONTRACTOR shall secure, at its own expense, insurance policy or policies of general liability and professional liability (if applicable) as shall be necessary to insure SUBCONTRACTOR, its employee(s) and/or agent(s), against any Agency Xims for damages arising by personal injury or death occasioned directly or indirectly in connection with the performance of any services by SUBCONTRACTOR, its employee(s) and/or agent(s).
- 8.2 Insurance Coverage for AGENCY X. AGENCY X shall secure, at its own expense, insurance policy or policies of general liability and professional liability (if

applicable) as shall be necessary to insure AGENCY X, its employee(s) and/or agent(s), against any Agency Xims for damages arising by personal injury or death occasioned directly or indirectly in connection with the performance of any services by AGENCY X, its employee(s) and/or agent(s). Upon request, AGENCY X shall provide SUBCONTRACTOR with a Certificate of Insurance to confirm compliance with this Paragraph. The provisions of this Paragraph shall survive the termination of this Agreement regardless of the cause giving rise to the modification, expiration, cancellation, and/or termination of such insurance.

- 8.3 No Mutual Indemnification. Each party agrees to be solely responsible for its own acts and omissions. Therefore, AGENCY X agrees to indemnify and hold harmless SUBCONTRACTOR, SUBCONTRACTOR'S directors, officers, agents, volunteers, and employees against all Agency Xims, lawsuits, settlements, judgments, costs, penalties and expenses, including actual attorneys' fees, in whole or in part resulting from or arising from, or in any way connected with the acts, errors or omissions, including the dishonest, fraudulent or criminal acts of AGENCY X or its directors, officers, agents, representatives, or employees, whether acting alone or in collusion with others in the connection with the performance of their obligations under this Agreement. Conversely, SUBCONTRACTOR agrees to indemnify and hold harmless AGENCY X, AGENCY X'S directors, officers, agents, volunteers, and employees against all Agency Xims, lawsuits, settlements, judgements, costs, penalties and expenses, including actual attorneys' fees, in whole or in part resulting from or arising from, or in any way connected with the acts, errors or omissions, including the dishonest, fraudulent or criminal acts of AGENCY X or its directors, officers, agents, representatives, or employees, whether acting alone or in collusion with others in the connection with the performance of their obligations under this Agreement.

9. NONDISCRIMINATION

In connection with the performance of work under this contract, both parties agree to comply with applicable federal, state and local laws regarding nondiscrimination and equal employment opportunities including the Americans with Disabilities act and the regulations promulgated thereunder. Both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, gender, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training, and selection for apprenticeship. Both parties agree to post in conspicuous places, available for employees and applicants for employment, notices (which AGENCY X will provide to SUBCONTRACTOR) which set forth the provisions of the nondiscrimination Agency Xuse.

10. HEALTH DATA SECURITY AND PRIVACY

The terms “Protected Health Information” and “Standard Transaction” as used in this Paragraph 10 have the meanings set out in, respectively, 45 Code of Federal Regulations § 164.501 and 45 Code of Federal Regulations § 160.103. Performance of the obligations set forth in this Paragraph 10 shall commence upon, and shall be subject to, the compliance date set forth in any final regulation (or amendment to a final regulation) promulgated by the Secretary of the United States Department of Health and Human Services (DHHS) with respect Health Insurance Portability and Accountability Act of 1996 (HIPPA) and Protected Health Information or Standard Transactions. Paragraph 10 (and the Agreement of which it is part) shall automatically be amended so that the contractual obligations imposed on parties pertaining to HIPPA compliance accurately reflect the regulatory obligations.

- 10.1 Allowable Use of PHI. SUBCONTRACTOR is permitted or required to use or disclose Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR only as follows:
 - 10.1.1 Functions and Activities on AGENCY X’S Behalf. SUBCONTRACTOR is permitted to use or disclose Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR to perform the basis pharmacy benefit services and the additional pharmacy benefit services set forth in this Agreement.
 - 10.1.2 SUBCONTRACTOR’S Operations. SUBCONTRACTOR is permitted to use or disclose Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR as necessary for SUBCONTRACTOR’S proper management and administration or to carry out SUBCONTRACTOR’S legal responsibilities. However, SUBCONTRACTOR may disclose Protected Health Information as necessary and required for SUBCONTRACTOR’S proper management and administration or to carry out SUBCONTRACTOR’S legal responsibilities only when the following conditions are met:
 - 10.1.2.1 The disclosure is required by law; or
 - 10.1.2.2 SUBCONTRACTOR obtains reasonable assurance, evidenced by written contract, from any person or organization to which SUBCONTRACTOR will disclose Protected Health Information that the person or organization will:
 - 10.1.2.2.1 Hold Protected Health Information in confidence and use or further disclose it only for the purpose for which disclosed it to the person or organization or as required by law; and
 - 10.1.2.2.2 Notify SUBCONTRACTOR (who will in turn promptly notify AGENCY X) of any instance of which the person or organization becomes aware

in which the confidentiality of the Protected Health Information was breached.

- 10.2 Prohibited Use of PHI. SUBCONTRACTOR shall neither use nor disclose Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR except as permitted or required by this Agreement, as required by law or as otherwise permitted in writing by AGENCY X.
- 10.3 Safeguarding of PHI by SUBCONTRACTOR. SUBCONTRACTOR shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of and to prevent non-permitted use or disclosure Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR.
 - 10.3.1 SUBCONTRACTOR will ensure that the safeguards are in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulation § 164.530(c), and any other applicable implementing regulations issued by HHS that are applicable to AGENCY X'S relationship with SUBCONTRACTOR.
 - 10.3.2 SUBCONTRACTOR will document and keep these safeguards current.
- 10.4 Safeguarding of PHI by SUBCONTRACTOR'S Subcontractors and Agents. SUBCONTRACTOR shall require the following from all of SUBCONTRACTOR'S subcontractors and agents, to which SUBCONTRACTOR is permitted (by this Agreement or in writing by AGENCY X) to disclose any Protected Health Information:
 - 10.4.1 The subcontractor or agent must provide reasonable assurance that the subcontractor or agent will comply with the same privacy and security obligations as SUBCONTRACTOR with respect to such protected Health Information.
 - 10.4.2 The assurance must be evidenced by a written contract.
- 10.5 Standard Transactions. Whenever SUBCONTRACTOR conducts (in whole or part) Standard Transactions for or on behalf of AGENCY X, SUBCONTRACTOR shall comply with, and shall require all subcontractors and agents involved with the conduct of such Standard Transactions to comply with, each applicable requirement of 45 Code of Federal Regulations Part 162. SUBCONTRACTOR shall not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of AGENCY X that:
 - 10.5.1 Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - 10.5.2 Adds any data elements or segments to the maximum defined data set;

- 10.5.3 Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
 - 10.5.4 Changes the meaning or intent of the Standard Transaction’s implementation specification.
- 10.6 Availability of Records.
- 10.6.1 SUBCONTRACTOR shall promptly, upon AGENCY X’S request, make available to AGENCY X, at AGENCY X’S direction, to the individual (or the individual’s personal representative) for inspection and obtaining copies of any Protected Health Information about the individual which SUBCONTRACTOR created or received for or from AGENCY X and that is in SUBCONTRACTOR’S custody or control, so that AGENCY X may meet its access obligations under 45 Code of Federal Regulations § 164.524.
 - 10.6.2 SUBCONTRACTOR shall, upon receipt of notice from AGENCY X, promptly amend or permit AGENCY X access to amend any portion of the Protected Health Information that SUBCONTRACTOR created or received for or from AGENCY X, so that AGENCY X may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.
 - 10.6.3 Starting April 14, 2003, SUBCONTRACTOR shall record the following information for each disclosure that SUBCONTRACTOR makes to AGENCY X or a third party of Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR (except for those disclosures made pursuant to Paragraph 10.6.7 below) (all such items are collectively referred to as the “required disclosure information”):
 - 10.6.3.1 The disclosure date;
 - 10.6.3.2 The name of the person or entity to whom SUBCONTRACTOR made the disclosure;
 - 10.6.3.3 The address (if known) of the person or entity to whom SUBCONTRACTOR made the disclosure;
 - 10.6.3.4 A brief description of the Protected Health Information disclosed; and
 - 10.6.3.5 A brief statement of the purpose of the disclosure.
 - 10.6.4 Starting April 14, 2003, SUBCONTRACTOR shall record the following information for repetitive disclosures SUBCONTRACTOR makes to the same person or entity (including AGENCY X) for a single purpose of Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR (except for those disclosures made pursuant to Paragraph 10.6.3.4 below):
 - 10.6.4.1 The disclosure information for the first of these repetitive disclosures;
 - 10.6.4.2 The frequency, periodicity or number of these repetitive disclosures; and

- 10.6.4.3 The date of the last of these repetitive disclosures.
 - 10.6.5 SUBCONTRACTOR shall make this disclosure information available to AGENCY X promptly upon AGENCY X'S request.
 - 10.6.6 SUBCONTRACTOR need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Agreement or AGENCY X in writing permits or requires.
 - 10.6.6.1 For the purpose of AGENCY X'S treatment activities, payment activities, or health care operations;
 - 10.6.6.2 To the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative;
 - 10.6.6.3 To persons involved in that individual's health care or payment for health care;
 - 10.6.6.4 For notification for disaster relief purposes;
 - 10.6.6.5 For national security of intelligence purposes; or
 - 10.6.6.6 To law enforcement officials or correctional institutions regarding inmates.
 - 10.6.7 SUBCONTRACTOR must have available for AGENCY X the required disclosure information for the six (6) years preceding AGENCY X'S request for the disclosure information (except SUBCONTRACTOR need have no disclosure information for disclosures occurring before April 14, 2003).
 - 10.6.8 SUBCONTRACTOR shall make its internal practices, books, and records, relating to its use and disclosure of the Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR available to AGENCY X and to HHS to determine AGENCY X'S compliance with 45 Code of Federal Regulations Part 164.
- 10.7. Report of Non-Permitted Use
 - 10.7.1 SUBCONTRACTOR shall report to AGENCY X any use or disclosure of Protected Health Information not permitted by this Agreement or by AGENCY X in writing.
 - 10.7.2 SUBCONTRACTOR will make the report to AGENCY X not less than 24 hours after SUBCONTRACTOR learns of such non-permitted use or disclosure.
 - 10.7.3 SUBCONTRACTOR'S report will contain, at least, the following information:
 - 10.7.3.1 The report will identify the nature of the non-permitted use or disclosure;
 - 10.7.3.2 The report will identify the Protected Health Information used or disclosed;
 - 10.7.3.3 The report will identify who made the non-permitted use or received the non-permitted disclosure;

- 10.7.3.4 The report will identify what corrective action SUBCONTRACTOR took or will take to prevent further non-permitted use or disclosure;
 - 10.7.3.5 The report will identify what corrective action SUBCONTRACTOR did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
 - 10.7.3.6 The report will provide such other information, including a written report, as AGENCY X may reasonably request.
- 10.8 Protection of PHI after Culmination of this Agreement.
 - 10.8.1 Upon termination, cancellation, expiration or other conclusion of Agreement, SUBCONTRACTOR shall, upon AGENCY X'S request, return to AGENCY X or destroy all Protected Health Information. This includes:
 - 10.8.1.1 Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR in whatever form or medium (including in any electronic medium under SUBCONTRACTOR'S custody or control).
 - 10.8.1.2 All copies of Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR.
 - 10.8.1.3 All data or compilations derived from and allowing identification of any individual who is a subject of the Protected Health Information.
 - 10.8.2 SUBCONTRACTOR shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement.
 - 10.8.3 SUBCONTRACTOR shall identify Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR that cannot feasibly be returned to AGENCY X or destroyed, and SUBCONTRACTOR shall limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible.
 - 10.8.4 Within such 30 days, SUBCONTRACTOR shall certify on oath in writing to AGENCY X that the return, destruction and identification required in this Paragraph have been completed.
 - 10.8.5 SUBCONTRACTOR'S obligation to protect the privacy of Protected Health Information received for AGENCY X, received from AGENCY X, received from another business associate of AGENCY X, and/or created by SUBCONTRACTOR will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.

11. NOTICE

- 11.1 Any notice, demand or communication, required, permitted or desired to be given under this Agreement will be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested, addressed as followed:

TO AGENCY X:

TO SUBCONTRACTOR:

- 11.2 Notice or lack of Notice to Member shall not effect the terms of this Agreement.

12. MISCELLANEOUS PROVISIONS

- 12.1 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements (including but not limited to the Member's "Resident Application"), promises, negotiations or representations, either oral or written, relating to the subject matter of this agreement not expressly set forth in this Agreement have no force or effect, and should be considered null and void or otherwise revoked.
- 12.2 Modifications. This Agreement constitutes the entire understanding between AGENCY X and SUBCONTRACTOR and no changes, amendments or alternations shall be effective unless agree to by AGENCY X and SUBCONTRACTOR in writing and executed by both AGENCY X and SUBCONTRACTOR, and if necessary, by CMS, WDHFS, or any federal or state regulating entity with jurisdiction over this Agreement and the services provided under this Agreement.
- 12.3 Independent Contractors. The relationship between AGENCY X and SUBCONTRACTOR under this Agreement will be construed and deemed to be between independent contractors for the sole purpose of carrying out of the terms of this Agreement. Nothing in this Agreement will be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor will the parties hold themselves out as being in a partnership, joint venture, employer-employee or principal-agent relationship. As between AGENCY X and SUBCONTRACTOR, each has full, complete, absolute and sole authority and responsibility regarding its own operations, and none shall have any direction or control over the manner in which any other performs its obligations.
- 12.4 Assignment. This Agreement cannot be assigned or delegated by either party without the prior written approval of the other party.

- 12.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in the Dane County Wisconsin Circuit Court.
- 12.6 Severability. Any provision of this Agreement that is held to be inoperative, unenforceable, voidable or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, void or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end, AGENCY X and SUBCONTRACTOR agree that the provisions of this Agreement are severable.
- 12.7 Publicity/Marketing. AGENCY X and SUBCONTRACTOR agree to provide and obtain, in advance, the other party's written approval of all advertising and promotional materials, both written and broadcast, which refer to the other party. No reference of the other party shall be made in any materials unless prior written approval is obtained. Approval shall be deemed given if not received thirty (30) days after the non-requesting party received the request.
- 12.8 Non-Exclusivity. The parties enter into this Agreement on a non-exclusive basis, meaning that, for example, SUBCONTRACTOR acknowledges and agrees that AGENCY X may enter into Agreements with other providers of Adult Family Home services.

The following parties concur with the terms, conditions and understandings as set forth in this agreement:

Agency X

By: _____
Provider Relations and Compliance Manager

Date: _____

CBRF

By: _____
Signature

Date: _____

Please type or print name and title here

EXHIBIT A
AGENCY XIMS BILLING INFORMATION

All Agency Xims should be submitted to:

Questions regarding the status of an unpaid Agency Xim should be directed to AGENCY X's Third Party Administrator, _____, which can be contacted at: _____.

All invoices shall be submitted typed or computer printed. Any invoice which is handwritten will not be paid.

All invoices must include the following information about the SUBCONTRACTOR:

- a. The Subcontractor's name
- b. The Subcontractor's street address
- c. The Subcontractor's billing address (if different than the street address)
- d. The Subcontractor's telephone number
- e. The Subcontractor's Federal Tax Identification Number

All invoices must include the following information about the member:

- a. The Member's complete first and last name
- b. The Member's AGENCY X/WPP Identification Number (this can be found on the Member's AGENCY X insurance card, which should be presented at the time of admission)

All invoices must include the following information about the service provided:

- a. The dates of service (i.e. the beginning and ending dates for the Agency Xim)
- b. The amount Subcontractor is charging for the service
- c. The appropriate procedure code for service provided.

EXHIBIT B
BASIC SERVICES

Private Apartment

- Basic utilities, (except telephone)
- Floor covering
- Staff call system
- Window treatments
- Building insurance / property taxes
- Routine maintenance
- Pest Control
- Trash Removal

Shared Areas

- Public areas for socialization, dining and recreation
- Arts and crafts
- Community television and VCR
- Complimentary laundry facilities
- Private access telephone

Physical Plant

- Barrier free environment
- Landscaping
- Fire protected environment
- Fully sprinkled buildings
- Equal opportunity housing
- Security system
- Exterior Maintenance

Residence Services

- Three meals daily plus snacks (morning, afternoon, evening)
- Weekly housekeeping and up to two loads of personal laundry per week
- Scheduled transportation to medical appointments
- 24 Hour access to staff
- Regularly scheduled activities and events
- Assistance with scheduling and reminders of medical appointments
- Assistance with communications with physicians, pharmacists and other health care providers
- Toilet paper & light bulbs in wall/ceiling mounted light fixtures